

TERMS & CONDITIONS

INDEX

1. General Terms and Conditions	On Page 2
2. Changes to these Terms, Termination	On Page 5
3. Ownership, your use of the website	On Page 5
4. Contractual Ability	On Page 5
5. Registered User	On Page 5
6. Order Acceptance Policy	On Page 6
7. Prices	On Page 6
8. Typographical Errors	On Page 6
9. Return and Refund Policy	On Page 6
10. Shipping	On Page 7
11. Payment Terms	On Page 7
12. Product Warranty	On Page 8
13. Indemnity	On Page 8
14. Governing Law and Dispute Settlement	On Page 8
15. Legal Notices	On Page 9



TERMS & CONDITIONS

This Agreement contains various limitations on eShopKwt.com general and transaction services as well as gives various powers and authority to eShopKwt.com with respect to online transactions using eShopKwt.com transaction services. This website, mobile applications and other social channels of 'www.eShopKwt.com' (the "Website", "mobile applications" and other "social channels"), (referred to as "eShopKwt" or "eShop Kuwait" or "eShopKwt.com" or "we" or "our" or "us") is provided as a service to you (the "Service" or "Products") and is intended to allow its users to browse and/or order products and services. This document is a legally binding agreement between you as the user(s) of the Site or other social channels, as a user of this Website (referred to as "you" or "your"), you acknowledge that your use of this Website for any reason, including any transactions you make ("use" or "using") is subject to our terms and conditions mentioned below, this includes without limitation the power and authority to reject or cancel an online transaction, to refund the funds to a buyer. which without being limited, include other important sections and hyper-linked sections like the Privacy Policy, Delivery Information, Shipping and Returns, Product additional information, Help, FAQs etc. (collectively the "Terms and Conditions").

We strongly recommend that you:

- Read these Terms carefully before using www.eShopKwt.com | Kuwait Online Shopping Market Place.
- Print a copy for future reference.

1. General

- a. By accessing the Sites or using the Services, you agree to accept and be bound by the Terms and Conditions. Please do not use the Services or the Sites if you do not accept all of the Terms. We reserve the right to change these Terms and conditions at any time without any notice. Any such changes will be deemed to have taken effect when posted on eShopKwt.com (see date at the top) and it is your responsibility to read the Terms & Conditions on each occasion you use eShopKwt.com. By accessing eShopKwt.com, registering an Account or using the Services offered by eShopKwt on the Website, you agree to be bound by this Terms and Conditions. If you do not agree with all or any of the Terms and conditions, your sole recourse is to discontinue your use of eShopKwt.com.
- b. You acknowledge and agree that eShopKwt.com may amend any terms and Conditions of this Agreement including the Transactional Terms and the General Terms at any time by posting the relevant amended and restated version on the Sites. The amended terms shall be effective immediately upon posting. By continuing to use the Transaction Services, you agree that the amended terms will apply to you. The terms and conditions may be altered, or modified without prior notice at the sole discretion of eShopKwt.com This Agreement may not otherwise be amended except in writing by an authorized officer of eShopKwt.com.
- c. Language Version, unless otherwise eShopKwt.com has posted or provided a translation of the English version of any terms of this Agreement including the Transactional Terms and the General Terms, you agree that the translation is provided for convenience only and that the English language version will govern your use of the Transaction Services.

- d. In order to access certain functions of the Service, including the ability to order and purchase Products, you must register and create an account on eShopKwt.com, secured by a password (the "Account"). Any Account so created is personal and exclusive to you and is non-transferable to any third party.
- e. If you register and create an Account, you are a "Registered User". To be a Registered User, you must be 21 years of age and must provide true and accurate information (including your name, date of birth, e-mail address, credit/debit card details and other details) as requested during the Account creation process. Subject to applicable law, as a parent or guardian of a minor aged between 18 and 21, you may permit such minor to use your Account, on the basis that you remain fully liable for use of the Account and for any use of the Service by such minor through your Account. We may carry out further checks to verify your age with a registered credit reference (or similar) agency and, if we are unable to verify age 21 years and true and accurate information, we may cancel your order. You may not use the Services and may not accept the Terms if you are not of legal age to form a binding contract with eShopKwt, or you are not permitted to receive any Services under the laws of State of Kuwait.
- f. By registering at and using eShopKwt.com, you warrant that the information provided by you in the course of the registration process is true and accurate and you undertake that such information is kept updated. You are responsible for maintaining the confidentiality of your Account and agree to accept responsibility for all activities that occur under your Account. In the event that you have any concerns regarding your Account or become aware of any misuse then you must inform us immediately (see Contact Us page on site).
- g. As a Registered User, you may order and purchase Products through the Service. If a payment is applicable to your order for a Product, you agree to pay the full amount for that Product as indicated during the order process, including shipping costs or other charges that may be applicable to such order. You may see our Payment and shipping terms below. All orders that you place on eShopKwt.com will be subject to acceptance in accordance with these Terms.
- h. The "confirmation" stage sets out the final details of your order. Following that, we will send to you an order acknowledgement e-mail, detailing the Products you have ordered. You may note that this e-mail is not an order confirmation or order acceptance by us. After acceptance of your order, completion of the contract between you and us will take place on dispatch of the Products ordered to you if you have paid through any of your Bank Card or at the Cash on the delivery of Products at your address, however subject to our receiving full payment for the Products, unless we have notified you that we do not accept your order or you have cancelled it.
- i. If we didn't receive any communication due to wrong details provided such as account information, shipping, payment information after the purchase of the product or services within 3 days of the ordering then it will be deemed as accepted and no refunds/product/services will be available.
- j. We may not retain details of your order for you to subsequently access on ShopKwt.com. Therefore, we suggest that you print these Terms and conditions and the order acknowledgement for your own records. If you wish to obtain specific details of your previous orders, you may Contact Us or you may call our customer service hotline at +965 60989891.
- k. From time to time there may be errors in the pricing of the Products that appear on the Website or during the order process. There may also be errors in transmission resulting in interruption of your purchase.

eShopkwt will in good faith try to resolve any issues that may arise as a result of such errors. You agree to cooperate with eShopKwt.com to resolve such issues, and you agree that eShopkwt.com shall have full discretion to determine the appropriate resolution in such cases.

- l. The products and pricing listed on eShopKwt.com are subject to availability you may confirm the availability before your purchase by calling our customer service hotline at +965 60989891.
- m. All purchase orders are subject to review and acceptance by eShopKwt.com.
- n. All prices are subject to change.
- o. The services and all aspects thereof shall remain the property of eShopKwt until full payment is made.
- p. Any delays/rejections due to the 3rd party (e.g. Banks, Knet, customs, international deliveries etc.) on providing required information, support, refunds should not be considered as a delay by eShopKwt.
- q. eShopKwt.com Transaction Services are designed to facilitate registered members of the eShopKwt.com Site to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Site ("Online Transactions"), which may include certain services which will be either supported by eShopKwt.com or its affiliates or eShopKwt.com reserves the right to change, upgrade, modify, limit or suspend the Transaction Services or any of its related functionalities or applications at any time temporarily or permanently without prior notice. eShopKwt.com further reserves the right to introduce new features, functionalities or applications to the Transaction Services or to future versions of the Transaction Services. All new features, functionalities, applications, modifications, upgrades and alterations shall be governed by this Agreement, unless otherwise expressly stated by eShopKwt.com.
- r. Taxes, Financial Charges Not Included: All fees charged by eShopKwt.com are exclusive of any taxes, duties or other governmental levies or any financial charges. You agree to pay and be responsible for any taxes, duties, levies or charges for the use of the Transaction Services in addition to our service fees. In the event eShopKwt.com is required by any applicable law to collect or withhold any taxes or duties, you agree to pay such taxes or duties to eShopKwt.com. You will also be liable for any financial charges for remission of funds to you, and eShopKwt.com shall have the right to pay such charges from such funds. eShopKwt.com shall have the right to charge any financial charges incurred as a result of providing the Transaction Services and receiving the funds you will bear the costs of such bank charges.
- s. Representations and Warranties: You represent and warrant that:
 - a. you will use the Transaction Services in good faith and in compliance with all applicable laws and regulations, including laws related to anti-money laundering and counter-terrorism financing
 - b. all information and material you provide in connection with the use of the Transaction Services is true, lawful and accurate, and is not false, misleading or deceptive
 - c. you will not use the Transaction Services to defraud eShopKwt.com, our affiliates, or other members or users of the eShopKwt.com Sites or engage in other unlawful activities (including without limitation dealing in products prohibited by law)
- t. Breaches: If you are, in eShopKwt.com opinion, not acting in good faith, abusing the Transaction Services, or otherwise in breach of this Agreement, eShopKwt.com shall have the right to cancel the relevant Online Transaction(s). eShopKwt.com also reserves the right to impose any penalty, or to temporarily or permanently suspend or terminate your use of the Transaction Services, temporarily or permanently

suspend or terminate or procure the suspension or termination of your paid or free membership on the eShopKwt.com Site. eShopKwt.com also reserves the right to permanently terminate the use of your eShopKwt.com account and/or eShopKwt.com may also publish the findings, penalties and other records regarding the breaches on the eShopKwt.com Site.

- u. Any dispute arising from this contract shall be settled in accordance to State of Kuwait Law, in case of any Profanity words, emails, fights or influencing the eShopKwt resources, orders or services will be terminating immediately and refund will be available.
 - v. Force Majeure: Under no circumstances shall eShopKwt.com and our affiliates, suppliers and agents be held liable for any delay or failure or disruption of the Transaction Services resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, acts of God, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, terrorism, war, governmental actions, orders of domestic or foreign courts or tribunals.
 - w. This agreement is valid as of the date of execution/order created/account registered by both of the parties.
- 2. Changes to these Terms and Conditions, Termination**
- a. Our Terms and Conditions may change from time to time. We will post revised version on the website. Your use of the website is at all times subject to the revised terms and conditions.
 - b. We may at any time, at our own discretion choose to change, modify, terminate immediately any of the provisions on the website.
 - c. We may cancel or block any registered accounts if we find inaccurate information, abuse of website, not following terms and conditions at our own discretion.
- 3. Ownership, your use of the website**
- www.eShopKwt.com (content, graphics, design, and other intellectual elements included in the Website or its other marketing channels) is the property of eShopKwt.com.
- 4. Contractual Ability**
- a. You may use the Website only if you are a resident of Kuwait and/or GCC. (note: currently we only deliver to Kuwait)
 - b. You must be over 21 years old to place orders using credit cards, K-net or cash on delivery. eShopKwt.com may request identification or confirmation of age.
- 5. Registered user**
- a. Certain areas and features of our Website are available only to registered users. If you register as a user, you will be issued a login name and password by eShopKwt.com.
 - b. We may at our own discretion require proof of the identity of any person seeking to access and use to www.eShopKwt.com
 - c. We have the right to deny access to and use of the Website or refuse to accept or act upon any communication from a user.

- d. You are fully responsible and liable for the security of your login information and any and all use and misuse of such information.
 - e. You are liable for any purchases made using your login and /or your Knet/credit card.
 - f. If you believe that your login information has been lost or stolen or become known to or used by any other person, contact us (support@eShopKwt.com) immediately.
- 6. Order Acceptance Policy**
- a. Receipt of order confirmation sent to you by email is not confirmation of sale but confirmation of receiving purchase order, Invoices marked as Paid on Cash on delivery payment method are just for printing purpose to provide it to customer on delivery as a hard copy, if the orders get canceled for any reason, such Paid Invoices will be cancelled/deleted and no refunds will be available as the was money never received.
 - b. eShopKwt.com reserves the right to accept or decline your order for any reason at any time after receiving your order without an obligation to explain.
 - c. All orders must be pre-approved with an acceptable method of payment (Knet, Credit Cards, cash on delivery) before shipment/ delivery occurs.
 - d. We may need additional information before processing any order, in this case, we will contact you for clarification.
- 7. Prices**
- a. All prices shown on eShopKwt.com are in Kuwaiti Dinars.
 - b. The prices do not include shipping/ Delivery charges.
 - c. Price charged for orders will be the price at the time of the order created but that may change at the time of processing delivery, our staff will contact you to inform of any changes.
- 8. Typographical Errors**
- a. eShopKwt.com reserves the right in the event of any item listed at an incorrect price or with incorrect information due to a typographical error or an error on information received from our suppliers to decline and/or cancel any orders for the incorrectly listed item.
 - b. We may cancel orders at our discretion which may or may not have been confirmed including orders which we may have received payment for.
 - c. Payment received for such orders will be credited to the client's account.
- 9. Return and Refund Policy**
- a. We only accept refunds if the items/product is not as per order description and is remained unopened (Items should be returned in their original product packaging) on the time of delivery. We'll also pay the return shipping costs if the return is a result of our error, otherwise two-way shipping will be charged if applicable
 - b. Receiving a Refund: You will receive your refund after we receive and process your returned items. Expect your refund within 4 weeks of giving your package to the return shipper (though in many cases you'll receive the refund sooner).

This time period includes:

- a. 1 to 3 business days for us to receive your return from the carrier
- b. 1 to 2 business days for us to process your return
- c. The time it takes your bank to process our refund request (see below for specific guidelines)

We'll notify you via e-mail of your refund once we've received and processed the returned item.

You can view completed returns and refunds at the bottom of an order's summary page in Your Account. If the refund does not appear in Your Account within 4 weeks from the day you sent us your returned item, please contact us for more details.

How Refunds are issued:

- a. If you paid by K-Net Your refund will go to Bank Account After your return is processed up to 10 business days
- b. If you paid by Master/Visa your refund will go to Credit Card after your return is processed up to 15 business days

10. Shipping

- a. We provide free shipping in Kuwait
- b. Generally, all orders available with our local suppliers are delivered in minimum 4 hours too maximum 24 hours and International suppliers orders takes minimum 3 weeks to 60 working days. However, an extension can be made if the buyer wants the delivery on a specified date which may including the above timings.
- c. If the buyer did not receive the goods (goods still in transit) even after being shipped by the eShopKwt, the buyer needs to contact the eShopKwt negotiate a longer shipping period.
- d. If the eShopKwt has not shipped the order before the agreed date, the buyer can always contact the eShopKwt to agree a new date; or make a Refund Request.
- e. You may engage one or more third party vendors for the purpose of completing and fulfilling an Online Transaction such as the warehousing and logistic service companies, shipping agents, inspection agents, insurance companies, etc. Some of such third party vendors may be partners of eShopKwt.com and thus designated by eShopKwt.com to you. Among such designated partners, you may be required to agree and accept the terms and conditions of their services online within the Site. Notwithstanding the foregoing circumstances, for all third party vendors, you acknowledge and agree that such third party vendors are engaged at your own discretion and cost and that you will not hold eShopKwt.com and our affiliates and agents liable for any losses, damages, claims, liabilities, costs or expenses arising from the services of such third party vendors.

11. Payment Terms

- a. Currently, you can pay using Knet, Visa, MasterCard, American Express and Cash on Delivery. More payment options will be available on eShopKwt in the future.

- b. Orders are only processed upon confirmation of order and payment.
- c. Please note that all product prices and shipping costs on eShopKwt are quoted in Kuwaiti Dinars (KWD).
- d. We accept other currencies Equivalent to Kuwaiti Dinars (KWD) on Cash on Delivery (adding additional 5% of total amount as processing fee)
- e. Invoices set status as Paid as on Cash on Delivery can be cancelled any time as they are for printing purpose only.
- f. eShopKwt.com reserves the right, at our sole discretion, to refuse or cancel any Online Transaction for any reason. Some situations that may result in an Online Transaction being rejected or canceled include where problems are identified by our credit and fraud control department, where eShopKwt.com has reason to believe the Online Transaction is unauthorized, violates any law, rule or regulations or may otherwise subject eShopKwt.com or any of our affiliates to liability. eShopKwt.com may also require additional verifications or information for any Online Transaction or required user to sign credit card offline authorization form to validate the transaction.
- g. If you want to see a conversion in your local currency, please contact directly your nearest currency exchange agent or a Bank.

12. Products Warranty

- a. Check the Product Additional information TAB on Product Page if it has a warranty
- b. Products Warranty period starts from the date of purchase of the product
- c. All the items having Warranty are covered directly by our suppliers
- d. eShopKwt.com provides free service for pickup and delivery for fixing/repairing the products
- e. Customers can bring their products to our office for fixing/repairing if still under Warranty

13. Indemnity

By using this web site through any of our sales channel you agree to defend, indemnify and hold eShopKwt.com and our affiliates harmless, together with our employees, agents, directors, officers, suppliers, representatives and shareholders, from any and all losses and against all the liabilities, claims, damages and expenses (including legal costs on a full indemnity basis) arising out of your access and use of this web site; your failure to use this web site as set forth in this agreement; your breach or alleged breach of any of the terms of this agreement or your breach or alleged breach of the copyright, trademark, intellectual property, proprietary or other rights of third parties related to your access and use of this web site. we reserve the right, at our own discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with eShopKwt.com in asserting any available defenses.

Limitation Period. In any event, you may not make any claim against eShopKwt.com or our affiliates under this Agreement after delivery the occurrence of the matter giving rise to the claim.

14. Governing Law and Dispute Settlement

This agreement shall be governed by and interpreted in accordance with laws of the State of Kuwait, both parties submit themselves to the jurisdiction of Kuwaiti courts for any dispute arising out of or in connection with this agreement including any questions regarding its validity, interpretation or termination thereof.

- a. Injunctive Relief: Notwithstanding the foregoing provisions, either party may seek injunctive or other equitable relief against the other party in any court of competent jurisdiction prior to or during the arbitration.
- b. Entire Agreement: This Agreement constitutes the entire agreement between you and eShopKwt.com with respect to and governs the use of the Transaction Services, superseding any prior written or oral agreements in relation to the same subject matter herein.
- c. Severance: If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.
- d. Headings: Headings of this Terms and Conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- e. Independent Contractor: No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- f. No Waiver: Any failure by eShopKwt.com to exercise any of our rights under this Agreement shall not constitute a waiver of such right or a waiver with respect to subsequent or similar breach. A waiver shall be effective only if made in writing.
- g. Assignment: eShopKwt.com shall have the right to assign this Agreement (including all of our rights, titles, benefits, interests, and obligations and duties in this Agreement) to any of our affiliates and to any successor in interest. eShopKwt.com may delegate certain of eShopKwt.com rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign, in whole or part, this Agreement to any person or entity.
- h. Site Ownership: eShopKwt.com Online Shopping Website is fully owned and operated by Saqib Munir Mohammad Munir, using locally registered license United Traders for general trading and contracting company.
- i. You agree that all agreements, notices, demands, disclosures and other communications that are available on website or we send to you electronically satisfy the legal requirement that such communication should be in writing.

15. Legal Notices

This terms and conditions apply to your use of this web site through any of our sales channel. By accessing, browsing or using this web site through any of our sales channel you agree to follow and be bound by these terms and conditions. We reserve the right to modify or amend these terms and conditions without notice at any time and you agree to be bound by any such changes.